

Tax Parcel No: 10-016.00-004

Prepared By
& Reutrn To: Delmarva Power & Light Company
Right-of-Way Department
P O Box 9239, I-95 & Rt.273
Newark, DE 19714-9239

UTILITY EASEMENT AGREEMENT

Between

DELAWARE RIVER AND BAY AUTHORITY

And

DELMARVA POWER & LIGHT COMPANY

10/

UTILITY EASEMENT

THIS EASEMENT AGREEMENT, made this 3rd day of January, 2001, between the DELAWARE RIVER AND BAY AUTHORITY, a body politic and an agency of the State of Delaware and the State of New Jersey, duly created by Compact ("Grantor") and DELMARVA POWER & LIGHT COMPANY, a corporation of the State of Delaware and the Commonwealth of Virginia ("Delmarva" or "Grantee"),

WITNESSETH:

WHEREAS, Grantor is the owner of land located in the State of Delaware, the County of New Castle, which land abuts on Cherry Lane and New Castle Avenue (Route 9), which is recorded in the Office of the Recorder of Deeds of New Castle County in Record I, Volume 65, Page 346.

For and in consideration of the payment by Delmarva of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Delmarva a perpetual easement and right of way and agrees as follows:

1. Delmarva shall have the right to install, operate, maintain, add to, extend, relocate and remove its ELECTRIC and COMMUNICATION and other appropriate facilities, and accessories and appurtenances thereto to extend Delmarva's systems and to provide services to Delmarva's service areas; including any other cables, conduits, fibre optic cables and wires on, over, under and across Grantor's land which may become necessary to provide such services in those areas as shown on the plan attached hereto as Exhibit A.
2. The facilities installed pursuant to this agreement shall remain the property of Delmarva and all maintenance, repairs and removals of said facilities shall be the responsibility of Delmarva.
3. Delmarva shall have the right to trim, remove, and/or otherwise maintain all trees and underbrush located 15 feet on each side of the centerline of Delmarva's facilities; provided, however that Grantee shall, before cutting or trimming any tree or shrubbery within the limits of the Grantor's property, secure a special permit from the Grantor to do so by making written application in which is set forth the location number, kind and size of trees or shrubs to be cut or trimmed. The Grantor will inspect such work to be done and if approved will issue the above permit. The Grantor reserves the right to secure the aid of the State Forester or his representative to supervise the above trimming or cutting should the Grantor so decide. Any cost attached to the above supervision shall be paid by Grantee.
4. Delmarva shall have the rights of ingress, egress and regress to and over Grantor's land as necessary for the enjoyment of the rights granted herein.
5. Grantor agrees not to place any improvements, including trees or other foliage, within 10 feet of the opening side of any enclosed equipment installed under the terms of this Agreement and

shall not construct any structure or improvements over or under the utility facilities permitted by this Agreement.

6. The granting of this easement shall in no way operate as an exemption of the holder thereof from any taxes levied or to be levied in accordance with law by the governing body of New Castle County or any other governmental authority.
7. Grantee shall indemnify and save harmless the said Grantor of and from all suits and damages arising from or on account of the construction or operation of its said line of poles, wires, pipes, conduits, cables and fixtures herein permitted upon, in, on, along, across or under any of the Grantor's property.
8. All poles, wires, pipes, conduits, cables and other utility installations permitted shall be placed at points approved in writing by the Grantor, its Executive Director or his representative. When requested by the Grantor, its Executive Director or his representative, all poles shall be whitewashed or painted white from the ground up to a point at least six feet therefrom and shall be re-painted or re-whitewashed by Grantee when ordered in writing by the Grantor, its Executive Director or his representative. Poles, pipes, wires, cables, conduits and other utility installations permitted must not at any time be left lying in the side ditches of any highway or bridge approach nor may they be left at any other place on the highways, roadways or approaches unless for immediate use in construction, maintenance or replacement. All poles that may be erected shall be numbered and its distinctive number, together with Grantee's initials, shall be so placed on each pole as to be plainly visible.
9. Whenever any poles, pipes, conduits, wires, cables or other utility installations authorized hereunder are deemed by the Grantor to interfere with the entrance to any land abutting the Grantor's property or is deemed to interfere with any alterations or changes to be made in, to or upon the Grantor's property, highways, bridges or approaches, the Grantor's Executive Director, with the Grantor's approval, may designate new and suitable locations for such poles, pipes, conduits, wires, cables or other installations and may order such poles, pipes, conduits, wires, cables or other installations to be relocated or altered upon reasonable written notice from the Grantor, its Executive Director or his representative. Grantee, its successors or assigns, shall change, alter, or relocate such poles, pipes, conduits, wires, cables or other installations, according to the provisions of such notice, at Grantor's reasonable cost and expense, any statute, now or hereafter passed to the contrary notwithstanding. Upon the failure of Grantee to comply with the provisions of said written notice requesting and directing the relocation, the Grantor may alter or relocate the installations.
10. If at any time any pole or other overhead construction or installation shall fall upon or along the property or highways of the Grantor from any cause whatsoever, Grantee shall cause the same to be renewed or repaired at its sole cost and expense within forty-eight hours after notification, except at times of extraordinary happenings, when extension of said time limit may be granted by the Grantor.
11. If at any time any pipe or underground installation shall break or explode under or on the Grantor's property or highways from any cause whatsoever, Grantee shall cause the same to be repaired or renewed at its sole cost and expense within forty-eight hours after notification,

except at times of extraordinary happenings when extension of said time limit may be granted by the Grantor.


12. All guys must be adequately insulated from the ground up to a point at least ten feet vertical therefrom, or be effectively grounded in accordance with the National Electric Safety Code, must present a new appearance and must not interfere with traffic or any other structure to any extent.
13. No holes nor trenches shall be dug on the Grantor's property, highways or approaches by Grantee, except at points approved in advance by Grantor and no material excavated from holes or trenches shall be placed on the improved paving of any highway, roadway, bridge or approach, nor on any part thereof used by the traveling public, nor so as to interfere with the flow of water in any gutter, drain, pipe, culvert, ditch or other waterway on the Grantor's property, and any injury to or obstruction to any such gutter, drain, pipe, culvert, ditch or other waterway found by the Grantor to have been caused by Grantee shall be promptly repaired or replaced by Grantee at its sole cost and expense.
14. In case it is necessary to cross any road with a conduit, trench or pipe line, not more than one-half of the width of such road shall be opened or obstructed at any one time. In case a conduit or pipe line parallels a road, the trench or such construction shall not be opened over a distance of more than one thousand feet at any one time.
15. No work of construction, renewal or repair of poles, wires, pipes, conduits, cables or utility installations permitted, shall be done, nor shall any machinery be used by Grantee in such manner as to obstruct or endanger travel on any highway, road, bridge or approach. All such work shall be done by Grantee under the direction, supervision and inspection and to the satisfaction of the Executive Director of the Grantor or his representative; and the actual expense of such supervision or inspection by the Executive Director of the Grantor shall be paid by Grantee forthwith upon certification by said Executive Director. After the completion of any such work, Grantee shall remove from the Grantor's property, highways, bridges, approaches, gutters, ditches, drains and slopes, all excess material from excavation, together with all other materials not used in construction and shall restore the said property and all its parts to as reasonably good condition as it was in immediately prior to the commencement of such work and the Grantor, through its Executive Director, shall be the sole judge of the sufficiency of such restoration.
16. Red lights shall be displayed from sunset to sunrise at any and all points of any work of construction, or renewal or repair at any time done by Grantee, whenever there be danger to the traveling public or others, either on account of operations, material or machinery. In the event dynamite or other explosive is required to be used in connection with the work, all precautions that in the judgment of the Executive Director of the Grantor are necessary shall be observed by Grantee.
17. If the construction of Grantee's facilities necessitates the opening or tunneling of any improved part of a highway, bridge, approach, roadway or other property of the Grantor, Grantee agrees to reimburse and pay the Grantor for restoring the improved facilities or foundation in accordance with its usual standard and under the Grantor's supervision.

18. Notwithstanding anything to the contrary set forth herein, Grantee shall not enter upon any portion of the Grantor's property for the purpose of constructing, renewing or repairing its line of poles, wires, pipes, conduits, cables and other utility installations permitted at any time when any portion of said Grantor's property is being reconstructed or improved by a contractor having a contract with the Grantor or its agent unless Grantee shall file with the said Grantor the written consent of said contractor for the purpose of doing such work upon its said poles, wires, conduits and other installation so permitted, together with the satisfactory waiver, release and quitclaim from said contractor to the Grantor, of all damages and all defenses whatsoever for delays by reason of the entry upon the Grantor's property by Grantee and the doing of work by Grantee while said reconstruction or improvements are being done by such contractor upon the Grantor's property or from any other cause whatsoever resulting from the doing of such work by Grantee.
19. The conditions, restrictions and regulations hereinabove prescribed shall also govern all excavations, openings and trenches for the purpose of making installations or repairs to any poles, pole lines, conduits or other utility installations or property or appurtenances thereunto belonging and herein permitted.
20. If Grantee shall fail to perform or comply with any of the conditions, restrictions and regulations herein set forth, the Grantor may notify Grantee of such failure, and Grantee shall immediately make good its default and remedy such failure and if such Grantee shall refuse or fail to make good such default and remedy such failure, for a period of thirty (30) days after receipt of such notice, the Grantor may take possession of and remove any pole, lines, wires, conduits, pipes, cables or other utility installations or appurtenances thereof owned by Grantee and located upon the property of the Grantor and may restore the property of the Grantor at the sole cost and expense of Grantee to the condition it was in before the poles, wires, pipes, conduits and other utility installations and appurtenances thereof of Grantee were erected thereon, any statute, now or hereafter passed, to the contrary notwithstanding.
21. This easement is granted only upon condition that Grantee thereof shall secure, on a basis satisfactory to it, such further rights or consents, if any, as may be required, for building and maintaining its utility installations and appurtenances permitted by said Grantor upon, in, on, along, across or under its property.
22. No poles or exposed wires may be erected, installed or placed within one hundred feet of the ends of any lift bridge. The erection, installation or placement of any poles, wires or cables near any bridge of more than fifty foot span will be subject to the special written approval of the Grantor.
23. Grantor shall have the right to use the land covered by this Agreement for any lawful purpose not inconsistent with or in contravention of the rights of Delmarva.
24. Grantor covenants that it is seized of and has the right to convey the foregoing easement, rights and privileges; agrees that Delmarva shall have a quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges.

25. Grantor agrees that this Utility Easement Agreement shall be binding upon and inure to the benefit of Grantor and Delmarva and their respective heirs, personal representatives, administrators, successors and assigns.
26. Grantor hereby certifies that the actual monetary consideration paid for this Agreement is \$1.00.
27. Delmarva's utility facilities installed hereunder may, without further consideration, be relocated to conform to new or reestablished highway limits.

All property and property rights acquired by Delmarva are subject to its existing mortgage. The interest in property granted to Delmarva herein is subject to the lien of the Indenture of Mortgage and Deed of Trust, dated as of October 1, 1943, as amended and supplemented, which document is now between Delmarva Power & Light Company and Chemical Bank, successor trustee. This paragraph affects only the property and/or property rights granted to Delmarva herein and does not affect any property rights of Grantor.

As agent on behalf of Delmarva, I certify that this document was reviewed by
Delmarva.


Name: William E. Pyle, Jr.
Title: Supervisor, Right of Way

WITNESS our hands and seals the day and year aforesaid.

ATTEST: {AFFIX CORPORATE SEAL) DELMARVA POWER & LIGHT COMPANY

Diana C. DeAngelis

Type Name: Diana Deangelis

Title: Assistant Secretary

By: Robert G. Chapman (SEAL)

Type Name: Robert G. Chapman

Title: Manager, T&D Engineering

ATTEST: {AFFIX CORPORATE SEAL) DELAWARE RIVER AND BAY AUTHORITY:

Candy M. Drummond

Type Name: Candy M. Drummond

Title: Administrative Assistant - Contracts

By: Michael E. Harkins (SEAL)

Type Name: Michael E. Harkins

Title: Executive Director

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on the 8 day of January, 2001, personally came before me, a notary public, Robert G. Chapen, Manager, T&E Engineering of Delmarva Power & Light Company, party to this Indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: 11/21/2005

Nancy E. Hayes

Print Name: Nancy E. Hayes
Notary Public

Notary
Seal/Stamp Here

NANCY E. HAYES
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Jan. 12, 2005

STATE OF DELAWARE)
)
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, That on the 10 day of January, 2001, personally came before me, a notary public, Michael Harkins, Executive Director of the Delaware River and Bay Authority party to this Indenture and known to me personally to be such, and acknowledged said Agreement to be his/her act of said individual(s) or the act and deed of the corporation or partnership for which he/she signed.

My commission expires: 11/4/04

Danielle S. Messina

Print Name: Danielle S. Messina
Notary Public

Notary
Seal/Stamp Here

EXHIBIT A

